

OMB NO. 1124-0003; Expires February 28, 2014

U.S. Department of Justice
Washington, DC 20530**Amendment to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended****INSTRUCTIONS.** File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Daniel J. Edelman Inc.	3634

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.☐ To correct a deficiency in☐ Initial Statement☐ Supplemental Statement for the period ending _____☐ Other purpose (specify) _____☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Grupo Vicini:

- Exhibit B - Statement of Work - May 2011

- Exhibit E - Statement of Work - May 2011

- Exhibit C - Statement of Work - May 2011

- Exhibit D - Statement of Work - May 2011

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (If space is insufficient, a full insert page must be used.)

-Exhibit B outlines work to be done through May 2012

- Exhibit C outlines work to be done through June 2011

- Exhibit D outlines work to be done through May 2011

- Exhibit E outlines work to be done through May 2011

Formerly CRM-158

FORM NSD-5
Revised 03/11

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

September 02, 2011

/s/ Randall Corley

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

For Edelman Use Only Client No.: Contract No.:
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EXHIBIT B

VICINI and Edelman
STATEMENT OF WORK
PROJECT NAME: VICINI 2011
May 10, 2011 – May 9, 2012

Pursuant to the Agreement by and between Grupo Vicini Ltd. ("Client") and Daniel J. Edelman, Inc., doing business as Edelman ("Edelman") dated May 10 2010. This Statement of Work is incorporated into and subject to the terms and conditions of the Agreement. The parties agree to the below Scope of Services and financial terms:

SCOPE OF SERVICES**Overview**

Support regarding International Corporate Positioning and Litigation Strategy. The duration of the project is May 10, 2011 through May 9, 2012.

Program Element/Activities

Program Element	Activities
International corporate positioning	<ul style="list-style-type: none"> • Media relations • Speaking opportunities • Other activities as needed
Issues/Crisis/Legal	<ul style="list-style-type: none"> • Review materials • Attend meetings as requested • Develop communication scenarios • Provide strategic counsel as needed

Any items not contemplated above will be considered outside the Scope of Services. If Client expands the Scope of Services, the amount required to perform the additional services will be agreed upon and an Addendum will be attached to the current Statement of Work.

The costs incurred that do not correspond to the services and/or activities specified in the program or that are not detailed in the schedule may not be charged to the Client, unless the costs incurred are approved in advance by the client.

TERMS

Fee Billing. At the end of each month, Edelman shall invoice Client the exact fees based upon the hours incurred in performing the Services during that month. Such fees will be based upon Edelman's rate card ("Rate Card") as described below. Edelman shall not exceed monthly hourly cap of \$40,000 without Client's prior written consent (e-mail approval shall be deemed acceptable).

Expense Billing. Edelman shall invoice Client the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis. Actual expenses may vary from any estimated amounts provided in the Budget section. In addition, Client shall pay a monthly charge equal to 6% of monthly fees for internal expenses as set forth in the Agreement. Edelman shall not provide Client with an accounting or detail for such charge.

Invoices. Edelman will render invoices to include professional services detailed by person and expenses by category. Documentation for all of the expenses will be provided with the invoice. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

Name:	Mr. Campos de Moya
Company Name:	Corporate Vice President, Communications and Institutional Relations
Address:	VICINI Av. Winston Churchill No. 5 Torre Progreso, Santo Domingo, RD

RATE CARD: In US\$

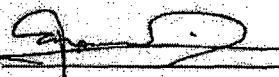
The New York team working on corporate positioning will bill at standard rates while the DC team working on crisis and issues will bill at crisis rates.

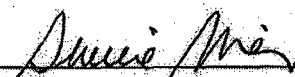
New York & DC Locations		
Job Descr.	Standard Rate	Crisis Rate
ADMIN	\$80	\$80
AAE	\$150	\$150
AE	\$160	\$160
SAE	\$175	\$175
AS	\$190	\$190
SAS	\$220	\$275
VP	\$260	\$320
SVP	\$300	\$375
EVP	\$370	\$465
GM	\$480	\$600
EXEC	\$625	\$625

ACCEPTED AND AGREED TO ON THIS 10 DAY OF May, 2011.

GRUPO VICINI, LTD.

DANIEL J. EDELMAN, INC.

By: 

By: 

Printed Name: CAMPOS DE MOYA

Printed Name: Daniel J. Edelman

Title: Vice President
Communications & Institutional
Relations

Title: General Manager

EXHIBIT C

**VICINI and Edelman
STATEMENT OF WORK
PROJECT NAME: SEO Strategy Phase I
May 1, 2011 – June 15, 2011**

Pursuant to the Agreement by and between Grupo Vicini Ltd. ("Client") and Daniel J. Edelman, Inc., doing business as Edelman ("Edelman") dated May 10, 2010. This Statement of Work is incorporated into and subject to the terms and conditions of the Agreement. The parties agree to the below Scope of Services and financial terms:

SCOPE OF SERVICES

Overview

Edelman suggests an SEO strategy for in two phases for VICINI's needs.

First, creating a series of content-rich pages for each section on the existing VICINI site around particular keyword phrases to show up in searches. This would be combating negative sites or articles showing up currently in Search Engine Results Pages as identified by VICINI and Edelman.

Second, we suggest creating an easy-to-manage and update micro site using a Wordpress template to target broader keywords about VICINI's role in the Dominican Republic. Although this micro site would use a blog post functionality, comments could be disabled per client request. Edelman would create, manage and monitor the site on a weekly basis.

Phase I May 1, 2011 – June 15, 2011

Strategy:

Create new content pages around 10-15 targeted Keyword Phrases (KW) such as "Felipe VICINI" "VICINI Group" "VICINI News" etc. to push negative pages off of first page of Google search results.

Scope for Launch of Phase 1:

(May):

Training Edelman PR/Editorial Team to write for targeted KW phrases
Creating a Spreadsheet of Tags to be used for each new piece of content

(June)

Calls or communication with VICINI website team
Q&A and ongoing monitoring of pages once launched

Phase 2

Should you want to move forward with the Micro site idea, Edelman Digital would provide a more detailed recommendation and outline in a subsequent Statement of Work.

Any items not contemplated above will be considered outside the Scope of Services. If Client expands the Scope of Services, the amount required to perform the additional services will be agreed upon and an Addendum will be attached to the current Statement of Work.

The costs incurred that do not correspond to the services and/or activities specified in the program or that are not detailed in the schedule may not be charged to the Client, unless the costs incurred are approved in advance by the client.



TERMS

Fee Billing. Edelman shall invoice Client in accordance to the payment schedule set forth below. Fees are based on the Scope of Services above and not based on actual hours. As such, Edelman shall not be obligated to provide Client with hourly billing detail.

Expense Billing. Edelman shall invoice Client the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis. Actual expenses may vary from any estimated amounts provided in the Budget section. In addition, Client shall pay a monthly charge equal to 6% of monthly fees for internal expenses as set forth in the Agreement. Edelman shall not provide Client with an accounting or detail for such charge.

Invoices. Edelman will render invoices to include professional services detailed by person and expenses by category. Documentation for all of the expenses will be provide with the invoice. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

Name:	Mr. Campos de Moya
Company Name:	Corporate Vice President, Communications and Institutional Relations
Address:	VICINI
	Av. Winston Churchill No. 5
	Torre Progreso,
	Santo Domingo, RD

FIXED FEE BILLING SCHEDULE

ESTIMATED INVOICE DATE	AMOUNT \$
5/2/2011	\$15,000
	\$15,000

ACCEPTED AND AGREED TO ON THIS 19 DAY OF May, 2011.

GRUPO VICINI, LTD.

DANIEL J. EDELMAN, INC.

By: 

Printed Name:

Campos de Moya

Title:

Vice President
Communications &
Institutional RelationsBy: 

Printed Name:

Shellie Winkler

Title:

General Manager

EXHIBIT D

**VICINI and Edelman
STATEMENT OF WORK
PROJECT NAME: website content development
May 1, 2011 – June 15, 2011**

Pursuant to the Agreement by and between Grupo Vicini Ltd. ("Client") and Daniel J. Edelman, Inc., doing business as Edelman ("Edelman") dated May 10, 2010. This Statement of Work is incorporated into and subject to the terms and conditions of the Agreement. The parties agree to the below Scope of Services and financial terms:

SCOPE OF SERVICES

Overview

VICINI's website content development and adaptation in both English and Spanish.

Development and adaptation of website's content in English – RUTH New York Budget includes two rounds of revisions and project management.
Translation of developed content into Spanish – Corporate Buenos Aires through independent translator
Adaptation of the website's content into neutral corporate Spanish – Corporate Buenos Aires

Any items not contemplated above will be considered outside the Scope of Services. If Client expands the Scope of Services, the amount required to perform the additional services will be agreed upon and an Addendum will be attached to the current Statement of Work.

The costs incurred that do not correspond to the services and/or activities specified in the program or that are not detailed in the schedule may not be charged to the Client, unless the costs incurred are approved in advance by the client.

TERMS

Fee Billing. Edelman shall invoice Client in accordance to the payment schedule set forth below. Fees are based on the Scope of Services above and not based on actual hours. As such, Edelman shall not be obligated to provide Client with hourly billing detail.

Expense Billing. Edelman shall invoice Client the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis. Actual expenses may vary from any estimated amounts provided in the Budget section. In addition, Client shall pay a monthly charge equal to 6% of monthly fees for internal expenses as set forth in the Agreement. Edelman shall not provide Client with an accounting or detail for such charge. Moreover, international offices, such as Edelman Buenos Aires estimated \$4,000 USD fee for Spanish adaptation, and associated costs such as translations will be invoiced along with out of pocket expenses, and will include all applicable costs related to VAT.

Invoices. Edelman will render invoices to include professional services detailed by person and expenses by category. Documentation for all of the expenses will be provide with the invoice. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

Name:	Mr. Campos de Moya
Company Name:	Corporate Vice President, Communications and Institutional Relations
Address:	Vicini Av. Winston Churchill No. 5 Torre Progreso, Santo Domingo, RD

FIXED FEE BILLING SCHEDULE

ESTIMATED INVOICE DATE	AMOUNT \$
5/2/2011	\$20,000
	\$20,000

ACCEPTED AND AGREED TO ON THIS 19 DAY OF May, 2011.

GRUPO VICINI, LTD.

DANIEL J. EDELMAN, INC.

By: 

By: 

Printed Name: Campos de Moya

Printed Name: Shellie Winkler

Title: Vice President

Title: General Manager

Communications & Institutional
Relations

EXHIBIT E

**VICINI and Edelman
STATEMENT OF WORK
PROJECT NAME: MEDIA TRAINING
May 19, 2011**

Pursuant to the Agreement by and between Grupo Vicini Ltd. ("Client") and Daniel J. Edelman, Inc., doing business as Edelman ("Edelman") dated May 10, 2010. This Statement of Work is incorporated into and subject to the terms and conditions of the Agreement. The parties agree to the below Scope of Services and financial terms:

SCOPE OF SERVICES

Overview

Edelman will conduct a three-hour media training for Mr. Campos de Moya and Mr. Rafael Vazquez on May 19th at the firm's New York office.

Edelman's media and presentation training helps clients tailor key messages, prepare for interviews and navigate difficult questions that can come from external or internal audiences. Media and presentation training sessions equip clients with the communication tools and techniques they need to take control of interviews and presentations and successfully deliver their messages to target audiences.

During a media training session, Edelman provides best practices on preparing for interviews, and guidelines for managing print, TV, radio and new media engagements. We conduct a series of one-on-one mock interviews to prepare the client for a variety of situations and scenarios. These interviews are recorded on-camera for playback, allowing us to review delivery and offer direct feedback to ensure that the client is effectively communicating key messages, and is at ease in answering tough questions. Before each training, we work with the client's communications team to determine appropriate lines of questions and topics in order to help form productive and persuasive answers.

TERMS

Fee Billing. Edelman shall invoice Client in accordance to the payment schedule set forth below. Fees are based on the Scope of Services above and not based on actual hours. As such, Edelman shall not be obligated to provide Client with hourly billing detail.

Expense Billing. Edelman shall invoice Client the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis. Actual expenses may vary from any estimated amounts provided in the Budget section. In addition, Client shall pay a monthly charge equal to 6% of monthly fees for internal expenses as set forth in the Agreement. Edelman shall not provide Client with an accounting or detail for such charge.

Invoices. Edelman will render invoices to include professional services detailed by person and expenses by category. Documentation for all of the expenses will be provide with the invoice. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

Name:	Mr. Campos de Moya
Company Name:	Corporate Vice President, Communications and Institutional Relations
Address:	VICINI Av. Winston Churchill No. 5 Torre Progreso,

	Santo Domingo, RD
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FIXED FEE BILLING SCHEDULE

ESTIMATED INVOICE DATE	AMOUNT \$
5/13/2011	\$8,000
	\$8,000

The rate includes the cost of a videographer to film the training, all equipment and DVD copies of the mock interviews.

ACCEPTED AND AGREED TO ON THIS 16 DAY OF May, 2011.

GRUPO VICINI, LTD.

DANIEL J. EDELMAN, INC.

By: By: Printed Name: Carlos De MoyaPrinted Name: Shellie R WinkleTitle: Vice PresidentTitle: General Manager

Communication & Int. Relations

Signature Page for Media Training SOW / Exhibit E